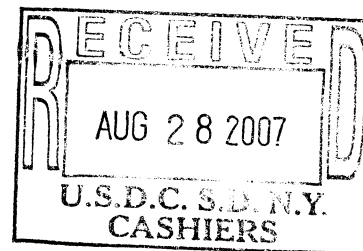


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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
THE REPUBLIC OF RWANDA,

Plaintiff,

-against-

JOSEPH J. FERONE, ESQ.; FERONE & FERONE;
and 333 S. HEALEY AVENUE CORP.,

Defendants.
-----X

COMPLAINT

Plaintiff The Republic of Rwanda, by their attorneys Cowan DeBaets
Abrahams & Sheppard LLP, for their Complaint against defendants, allege as follows:

Parties

1. Plaintiff The Republic of Rwanda is a foreign sovereign state.
2. Defendant Joseph J. Ferone, Esq. ("Ferone") is an attorney practicing in the firm Ferone & Ferone, 484 White Plains Road, Eastchester, NY 10709.
3. Defendant Ferone & Ferone is a law firm located at 484 White Plains Road, Eastchester, NY 10709.

4. Defendant 333 S. Healey Avenue Corp. ("Healey Corp.") is, on information and belief, a New York corporation, with offices located in Westchester County.

Jurisdiction and Venue

5. This Court has jurisdiction of this matter under 28 U.S.C. § 1332(a)(4) because plaintiff is a foreign state and defendants are citizens of the State of New York. The matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

6. Venue is proper under 28 U.S.C. § 1391(a).

FIRST CLAIM FOR RELIEF
(Breach of Contract)

7. On or about November 26, 2003, plaintiff, as Purchaser, entered into a Residential Contract of Sale (the "Contract of Sale") with defendant Healey Corp., as Seller, to purchase the property and improvements located at 333 S. Healey Avenue, Scarsdale, NY 10583.

8. The Rider to the Contract of Sale, at paragraph 38, provides that "Seller is in the process of obtaining a subdivision of the property located at 333 S. Healey Avenue as per attached subdivision plan"; that at the closing "Purchaser shall execute a deed and all transfer documents to convey Lot 60A to Seller herein" which "shall be held in escrow by the Seller's attorney"; that "Seller shall have three (3) years from the closing of title to obtain subdivision approval"; and that "[i]n the event the subdivision is not approved, the deed and transfer documents for the subdivision parcel shall be returned to Purchaser with no further action taken or required."

9. The closing of title took place on February 19, 2004. In

accordance with the above provision, The Republic of Rwanda executed a deed and transfer documents for Lot 60A, which were delivered to defendant Healey Corp.'s attorney, defendant Ferone, to be held in escrow by him.

10. In accordance with the Contract of Sale, defendant Healey Corp. was required either to obtain subdivision approval by February 19, 2007 (three (3) years of the closing of title on February 19, 2004), or to return the deed and transfer documents for the subdivision parcel to The Republic of Rwanda.

11. Defendant Healey Corp. did not obtain subdivision approval by February 19, 2007, and yet their attorney, defendant Ferone, the escrow agent, refuses to return the deed and transfer documents for the subdivision parcel to the Republic of Rwanda, despite repeated demands.

12. Defendants have breached the terms of the Contract of Sale, damaging plaintiff in an amount to be determined.

SECOND CLAIM FOR RELIEF
(Specific Performance)

13. Plaintiff repeats and realleges the allegations in paragraphs 1 to 12 above, with the same force and effect as if fully set forth herein.

14. The Republic of Rwanda seeks a court order in this action compelling defendants to release the deed and transfer documents from escrow and to deliver them to plaintiff in accordance with the terms of the Contract of Sale.

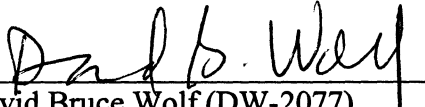
15. There has been no prior application for the relief requested herein.

WHEREFORE, plaintiff demands judgment against defendants as follows:

1. Awarding plaintiff damages for defendants' breach of contract;
2. Ordering defendants to release the deed and transfer documents from deliver them to plaintiff;
3. Ordering defendants to pay plaintiff's attorney's fees, and costs; and
4. Such other and further relief as the Court may deem just and proper.

Dated: New York, New York
August 28, 2006

COWAN DEBAETS ABRAHAMS
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